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CONTRACTUAL AGREEMENT

between the

YORK CENTRAL SCHOOL

and the

YORK TEACHERS' ASSOCIATION

for

July 1, 2009 through June 30, 2012

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PREAMBLE

This agreement, made this 12th day of April 2010, by and between the Superintendent for and on behalf of the Board of Education of the York Central School District, Livingston County, hereinafter referred to as the “Board” and the York Teachers’ Association, hereinafter called the “Association”.

WITNESSETH:

WHEREAS, the Board and Association have a joint responsibility to provide educational services at a reasonable cost to the District, and

WHEREAS, the members of the teaching profession are particularly qualified to assist in recommending and formulating programs designed to improve educational standards, and

WHEREAS, the Board has a statutory obligation, pursuant to Article 14 of the Civil Service Law, to negotiate with the Association as the representative of its teaching personnel with respect to hours, wages, terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm this Agreement.

It is hereby agreed as follows:

ARTICLE 1.0

Section 1.01 – Recognition

The Board, having determined that the Association is supported by a majority of the employees in a unit composed of all professional, certified teachers, guidance counselors, teaching assistants, school nurses, school psychologist, school social worker, and long-term substitute teachers* except administrators, such as Superintendent, Business Manager, Middle/High School Principal, Elementary School Principal, and Pupil Personnel Services Director, hereby recognizes the York Teachers’ Association as the exclusive negotiating agent for the employees in such unit. Such recognition shall extend in accordance with the provisions of the Taylor Law.

* Long-Term Substitute Teachers are referenced in Section 10.01.6 (page 29).

ARTICLE 1.0 - continued

Section 1.02 – Work Year Description

Secondary Counselor (grades 9-12) work year: September 1 through June 30 plus twenty (20) days. The additional twenty (20) days may be worked on any day/vacation that school is not in session with prior administrative approval.

Secondary Counselor (grades 5-8) work year: September 1 through June 30 plus twenty (20) days. The additional twenty (20) days may be worked on any day/vacation that school is not in session with prior administrative approval.

Elementary Counselor (grades K-4) work year: September 1 through June 30 plus five (5) days. The additional five (5) days may be worked on any day/vacation that school is not in session with prior administrative approval.

School Psychologist work year: September 1 through June 30 plus thirty (30) days. The additional thirty (30) days may be worked on any day/vacation that school is not in session with prior administrative approval.

School Social Worker work year: September 1 through June 30 plus twenty (20) days. The additional twenty (20) days may be worked on any day/vacation that school is not in session with prior administrative approval.

School Nurse work year: per instructional calendar.

Teaching Assistant work year: per instructional calendar.

Section 1.03 – Definition of Days

1. Business day: any day in which the Business Office is open.
2. Day: a day without any modifying adjective refers to a calendar day.
3. School day: any day when students are in attendance for the instructional program during the ten (10) month school year, including test days and partial days.
4. Working day: any day when the faculty are scheduled to report to work during the ten (10) month school year, including Superintendent's Conference Days and other days when faculty are required to report but students are not.

ARTICLE 2.0

Section 2.01 – Negotiation Procedures

- 2.01.1 It is contemplated that terms and conditions of employment in this agreement shall remain in effect for the period in Article 11.0. Any change of contractual conditions made during the period of this contract will be developed as a result of the liaison process.

- 2.01.2 No later than February 1, 2012, the parties will enter into good faith negotiations over a successor agreement covering the following school year. Either party may request the use of mediation furnished by the State Employment Board.

- 2.01.3 Both parties in negotiations may select their own representatives independently from within or outside the school district. While no final agreement shall be executed without ratification by the Association and the Board, the parties mutually pledge that their representatives will have all necessary power and authority to make proposals and reach compromises in the course of negotiations.

- 2.01.4 “IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFORE SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE BODY HAS GIVEN APPROVAL.” (Required by New York State)

ARTICLE 3.0

Section 3.01 – Dues Deductions

- 3.01.1 The Board of Education of the York Central School District agrees to deduct from the salaries of its employees dues for the Teachers' Association and its affiliates as said employees individually and voluntarily authorize the Board to deduct and transmit the total of all deducted to the York Teachers' Association for proper disbursement. Employee authorization shall be in writing and in the form set forth below: Designation and Deductions Authorization:

Print: Last Name, First Name, Middle Initial

Building

Address: _____

TO: Board of Education of the York Central School District pursuant to Chapter 392 Laws of 1967, I hereby designate the York Teachers' Association as my representative for the purpose of collective negotiations, and I hereby authorize you, according to arrangements agreed upon with such Association, to deduct from my salary and transmit to the York Teachers' Association the composite total of the dues as certified by the York Teachers' Association. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Board and all its officers from any liability therefore. This authority shall be continuous while employed in this school system or until withdrawn by written notice.

Employee Signature

Date

- 3.01.2 The Association shall certify to the Board in writing the current rate for membership dues deduction. Any change in dues deductions shall be provided to the Board thirty (30) days prior to the effective date of the change involved.
- 3.01.3 Deductions referred to in Section 3.01.1 above shall be made in the following manner: Dues to the organization shall be deducted in approximately equal installments, beginning with the first paycheck of the current school year.

- 3.01.4 Additional authorizations submitted at least two (2) weeks prior to any regularly scheduled pay date shall be honored and deductions made for any such authorizations.
- 3.01.5 The Board shall, following each pay period from which dues deduction is made, transmit the composite amount of deductions to the York Teachers' Association for proper transmittal to the designated affiliates. The first and/or final transmittal shall be accompanied by a listing of the members for whom deductions have been made and the amount deducted for each.
- 3.01.6 An employee may withdraw his/her authorization at any time by written notice received by the Board at least two (2) weeks prior to the effective pay period.

Section 3.02 – Credit Union Deduction

- 3.02 The Board agrees to continue a payroll deduction program for the Genesee Valley Federal Credit Union consistent with arrangements satisfactory to the Administration and the Teachers' Association.

Section 3.03 – Vote Cope and NYSUT Benefit Trust

- 3.03 The Employer shall remit payments to VOTE/COPE and the NYSUT Benefit Trust upon submission of a signed authorization to the payroll office for anyone within the bargaining unit. Such signed authorization may be discontinued at the end of its term upon written notice by the employee to the employer.

Section 3.04 – Pay Schedule

- 3.04 Association members may elect to be paid on a 26-pay plan. Members will notify the Business Office annually before the last day of school to begin pay cycle starting September 1.

ARTICLE 4.0

Section 4.01 – Curriculum

The development of curriculum shall involve the certified teachers and Administrators. Outside agencies or individuals may be called upon for assistance in curriculum development, organization, or revision. Affected professional staff may be called on for assistance and consultation in curriculum projects. The Board and Administration recognize that teacher talent is a valuable asset to the district, and recognizing the need for curriculum projects at all levels and areas, the following options may be utilized:

1. Meetings for the discussion and not development of curriculum may be called at the discretion of the curriculum coordinator or building principal at no extra cost to the District.
2. Assignment of teachers through released time may be made during the instructional day at no extra cost to the District.
3. Voluntary curriculum work by the teacher on Board-approved projects outside of the designated instructional day or during the summer vacation will be compensated at a rate of \$22.50 per hour.

Final payment of all curriculum salaries will be contingent upon the receipt by the appropriate building principal of satisfactory documents which can be used to implement appropriate curriculum development, organization or revision.

All appointments for curriculum projects will be subject to recommendation of the Administration and approved by the Board.

Coordinator of all curriculum projects shall be the appropriate building principal or his/her designee. Final scheduling of all curriculum projects shall be the responsibility of the Administration, giving due regard to total scheduling, teacher availability and preference. It is agreed by the parties that the final approval and adoption of curriculum development, organization, or revision is the sole obligation and legal function of the Administration and the Board.

ARTICLE 5.0

Section 5.01

A. 1. Salaries for Association Members in this Unit:

2009-10:	3.65% increase over the previous year
2010-11:	2.75% increase over the previous year
2011-12:	3.75% increase over the previous year

A. 2. Starting Salary for New Teachers

2009-10:	\$35,615
2010-11:	\$35,815
2011-12:	\$36,000

A. 3. Starting Salary for Teaching Assistants: \$14,800

B. Graduate Hours

1. All Association members, except teaching assistants and nurses, hired prior to July 1, 1995 will be compensated at the rate of \$55.00 per credit hour for prior approved courses, or the Association member has the option to be reimbursed at the SUNY tuition rate upon submission of a transcript documenting a passing grade.
- 2.a. After July 1, 1995, all new hires will no longer receive salary credit for graduate hours and additional compensation for a Master's degree. The District will, after July 1, 1995, pay new hires, except teaching assistants and nurses, the current SUNY tuition rate for graduate work toward permanent certification (Master's degree). Prior approval for courses leading to permanent certification is not required, and payment will be made following completion and submission of a transcript documenting a passing grade. If a course is only offered on a P (pass)/F (fail) basis from the college or university, a P (passing) or S (satisfactory) grade must be received for reimbursement. Verification must be submitted by the Association member that the course is only offered on a Pass/Fail basis.
- 2.b. New staff, except teaching assistants and nurses, hired with graduate hours completed towards their permanent certification will be reimbursed at the rate of \$55.00 per credit hour, provided a minimum grade of "B" or "Pass" was earned (see 2.a. for pass/fail requirements). Courses must be for credit toward a Master's degree or administrative degree or be related to his/her teaching responsibilities.

Graduate Hours – continued

- 2.c. For all graduate hours after permanent certification, the Association member, except teaching assistants and nurses, will be offered the option of being reimbursed upon completion of a course at the current SUNY rate or have his/her salary increased at a rate of \$55.00 per credit hour. For inclusion in an Association member's salary, certification for newly earned hours is to be made on October 1st and/or March 1st of this Contract. Effective paydates for the October 1st certification period will be retroactive to September 1st and for March 1st will be retroactive to February 1st. To qualify for payment, however, new graduate credit hours must meet the following conditions:
- (1) Credit hours shall be for all graduate courses. This applies to new graduate courses approved after the effective day of this Contract.
 - (2) Have prior written approval of the building principal and Superintendent.
 - (3) Be within the Association member's area of certification or teaching area and administrative courses.
 - (4) The Association member receives a final passing grade of B- or better or a "Passing" grade if the course is scored on a Pass/Fail basis.
3. For hours earned after contract ratification, teaching assistants will be reimbursed at the rate of \$55.00 for every credit hour earned toward teaching assistant certification.

C. In-Service Credit

1. Payment for voluntary in-service courses and other professional development which takes place outside of the workday shall be at the per credit hour paid for graduate hours. One credit hour equals fifteen (15) clock hours of in-service and other professional development work. Effective paydates for October 1st certification period will be September 1st and March 1st period will be February 1st. To qualify for payment, however, in-service and professional development must meet the following conditions:

- a. The School District is not paying for course.
 - b. In-service and professional development credit hours will be for the purpose of improving or developing the quality of teaching and learning.
 - c. Have prior written approval of the building principal and Superintendent.
 - d. Present proof of satisfactory completion and participation.
 - e. Required in-service or professional development, such as Superintendent Conferences or workshops scheduled during the teaching day, and at a time when the staff member is on regular payroll, does not qualify for additional credits.
2. Association members who are voluntarily participating in a BOCES-sponsored in-service program during July and August will be compensated at the rate of \$75.00 per day upon approval of conference request form.

Section 5.01.2 – Experience Credit

Prior experience is a negotiable consideration between this School District and the candidate. The initial salary agreement signed by the candidate shall reflect a beginning salary step placement or negotiated credit for previous experience, if any.

Section 5.02 – Extra Instructional

5.02.1 Chairpersons:

- A. Chairpersons shall perform duties as listed in the current job description. Such duties include but are not limited to furnishing the Board of Education with a year-end report evaluating the goals and accomplishments of the previous year's operation with recommendations for the subsequent school year.
- B. Chairpersons are evaluated annually and are appointed annually.
- C. There will be one middle-high school department chairperson for each area identified below:
 1. English/Library Media Services/AIS Language Arts
 2. Mathematics
 3. Science
 4. Social Studies
 5. Foreign Language
 6. Physical Education (representing K-12 physical education and health)

- D. There will be one middle-high school special subject chairperson for each area identified below:
 - 1. Vocational (representing business, home and career skills, and technology)
 - 2. Educational Support Personnel (representing remediation, special education, related services, and guidance)
 - 3. Fine Arts (representing art, instrumental music, vocal music)
- E. There will be one middle school chairperson for each grade: Sixth, Seventh, and Eighth.
- F. There will be one elementary school grade level chairperson for each grade: Kindergarten, First, Second, Third, Fourth, and Fifth.
- G. There will be one elementary school special subject chairperson for each area identified below:
 - 1. Educational Support Personnel (representing remediation, special education, related services, and guidance)
 - 2. Special Subjects (representing art, instrumental music, vocal music, library, and K-5 physical education and health)
- H. Audio-Visual, High School and Elementary, and ITV:
see Appendix A

5.02.2 Tutoring: Tutoring is payable at \$22.50 per hour plus current approved mileage rate. All tutorial arrangements are to be made by the social worker with time sheets approved by a designated certified administrator prior to submission to the Business Office. One hour preparation time will be allowed for every two hours of instruction.

Section 5.03 – Extra Curricular

- 5.03.1 Selection process for all extracurricular positions: Coaches, Clubs, and Class Advisors:
- A. All extracurricular positions are for one year and are approved by the Board of Education.
 - B. Clubs and Class Advisors: Building principals advertise and make recommendations to the Superintendent for Board of Education approval. Association members will be given priority for all club and class advisorships. In the event no Association member applies or in the opinion of the appropriate building principal an Association member who applies is deemed to be unqualified or unsuitable, the district may then seek outside applications.
 - C. Coaching Selection Procedure:
Positions will be advertised outside only when the following conditions occur:
 - 1. There are no applicants from the Association.
 - 2. If a coaching-certified Association member applies, but the Athletic Director (with input from the Varsity Coach and High School Principal) decides the applicant is unsuitable.
 - D. Athletic salaries in Appendix B; non-athletic salaries in Appendix C
- 5.03.2 New Clubs: New clubs may be recommended to the Board and the Association for inclusion into the Contract, but no stipend will be paid until approved by the Board per Board Policy No. 5133.

Section 5.04 – Medical Insurance

- 5.04.1 All Association members currently enrolled in the Blue Cross/Blue Shield Blue Million plan with prescription rider or Blue Cross Plus Dental Plan (Smile Saver IV) may continue in the plan. Any Association member not currently enrolled in this \$5.00 co-pay plan may join, but will pay 100% of the difference between the Blue Million Plan and Blue Point 2, plus the additional 15% contribution required by all other Association members.
- 5.04.2 All other Association members may enroll in the Blue Point Plan with the prescription rider of 5/15/30 at a contribution rate of 85% District/ 15% Association member. Effective July 1, 2011 the prescription co-payment will change to 5/20/35.

- 5.04.3 Health Insurance Cost Sharing: 75% District/25% Association member of Blue Point 2 for all Association members hired for a single, 2-person, or family plan, for the first three years of service. After three years, the cost-sharing will change to 85% District/15% Association member.
- 5.04.4 District will provide a Flexible Benefits Plan per Sec. 125, IRS Code.
- 5.04.5 Effective July 1, 2011, the District will annually contribute \$75.00 to an IRS 105 (H) Health Reimbursement Account for each Association member. Any unused funds will be carried over to the following school year. Upon retiring from the district, an Association member will be allowed to use any accrued funds, as allowed by IRS Code 105 (H) until such funds are exhausted.

Section 5.05 – Unused Sick Days

5.05.1 Requirements, Notification, and Payment:

An Association member who resigns with twenty (20) years of service to the District or is retiring shall have the salary of his/her retirement year increased by an amount equal to the number of unused sick days up to 300 multiplied by \$50.00. The requirements are as follows:

- A.1. Fall Retirement: Association members who wish to retire after the first semester (January 31st) shall notify the Board in writing by February 1st of the school year preceding the school year of retirement. Failure to meet this stipulation will cancel the benefit. In the event of a catastrophic occurrence, the Board of Education would agree to review on an individual basis.
- A.2. Spring Retirement: Association members who wish to retire after the second semester (June 30th or August 31st) shall notify the Board in writing by February 1st of the current school year of retirement. Failure to meet this stipulation will cancel the benefit. In the event of a catastrophic occurrence, the Board of Education would agree to review on an individual basis.
- A.3. Retired Association members may leave accumulated sick leave monies with the District to offset Association member/family health insurance program costs between the time of retirement and age 65, providing they meet the February 1st Fall retirement and February 1st Spring retirement deadline.

- B. If the District is notified after the February 1st Fall retirement and February 1st Spring deadline, the Association member can either receive payment of \$50.00 for each unused sick day up to 300 days or leave the monies with the District to offset Association member/family health insurance program costs between the time of retirement and age 65.
- C.1. The retired Association member/family may also participate in the District's health insurance program at his/her own expense after retirement.
- C.2. An Association member who is at least 55 years of age and who retires after twenty (20) calendar years of service with the District will be eligible to have the District pay his/her health insurance costs at the same rate (85%) as specified in Sections 5.04.1 or 5.04.2 of this Contract, until Medicare takes effect. The Association member may leave the accumulated sick leave monies with the District to offset the balance of the health insurance costs for the Association member and the cost of family health insurance.
- C.3. Any adjustment to be made on the Association member's salary will be made on the last check the Association member receives.
- C.4. Fall retirement must utilize a January 31 retirement date, and Spring retirement Association member must utilize a June 30 retirement date.

Section 5.06 – A. Retirement Incentive

- A. 1. An Association member, except teaching assistants, who has reached his/her first year of eligibility, without penalty for early retirement, as a member of the New York State Teacher's Retirement System, is at least 55 years of age and has a minimum of twenty (20) years of service to the District may qualify for a retirement incentive. This Association member must resign his/her position by February 1st of the first year of his/her eligibility, with his/her resignation taking effect on either August 31st of that year or January 31st of the following year.

2. The Association member, except teaching assistants, who retires in his/her first year of eligibility will receive a retirement incentive of \$15,000 for the first twenty (20) years of service to the district, plus \$750 for each additional year of service for years 21 through 30 and \$1,000 for each full year of service after thirty (30) years.
3. A teaching assistant who retires in his/her first year of eligibility and has a minimum of 20 years of service to the district, will receive a retirement incentive of \$2,000.
4. In addition to monies stipulated in No. 2 above, an Association member, except teaching assistants, who retires in his/her first year of eligibility will receive \$65.00 for each unused sick day at the date of retirement.
5. An Association member, except teaching assistants, who retires with a minimum of 15 years of service to the district, but less than 20 years, and in his/her first year of eligibility as noted in paragraph No. 1 will receive \$250 for each year of service and \$50.00 for each unused sick day. Notification requirements are the same as paragraph No. 1.
6. All retirement incentive amounts received under this section will be available for deposit in a non-elective IRC 403(b)(7) plan. In no circumstances may an Association member receive any retirement incentive amounts in cash.

The District will make an annual contribution to an IRC 403(b)(7) plan of the Association member's choice for a period of up to five years following his/her retirement in accordance with the following:

- (1) July 1 of the year of retirement: up to the employee's maximum amount contributable for that calendar year under the Internal Revenue Code and its regulations, as may be modified from time to time, not to exceed the value of the Association member's retirement incentive amount; and

- (2) July 1 of subsequent years (not to exceed four additional years): the remaining amount (if any) of the Association member's retirement incentive amount, up to the employee's maximum amount contributable for each applicable year under the Internal Revenue Code and its regulations, as may be modified from time to time. In the event a retired unit member dies before all contributions are made, the remainder of funds due to the deceased shall be forwarded to the Association member's estate.

Section 5.07 – Sabbatical Leave

Employees who have served at least seven (7) years in the District shall, upon recommendation of the Superintendent and building principal, and with the approval of the Board, be granted leave of absence for the purpose of study or travel upon the following conditions:

1. Applicants must file with the Superintendent a statement of the definite purpose for which such a leave is desired. This statement must include the fully accredited college or university at which the individual is to study and the courses to be pursued or the extent and purpose of travel and how it will relate to that person's certification area. Such statement must meet with the approval of the Board. Persons awarded a travel sabbatical are required to submit a written report to the Board following their travel, and the report will detail all activities and dates making up the sabbatical period. This must be done as a verification of the individual's full qualification of the salary provision. Applications for sabbatical leave must be submitted to the Superintendent four (4) months prior to the intended start of the leave.
2. Applicants must file with the Board a written agreement to remain in the service of the District for three (3) years after the expiration of such leave or in case of resignation within the three (3) years, to refund the District such proportionate amount of the salary paid during the leave of absence as the unexpired portion of three (3) years shall dictate.
3. Such leave shall be granted for one (1) full year or one-half year. Association members taking such leave shall not be eligible for such leave again until seven (7) years have expired after return.
4. Association members on sabbatical leave for the full year shall receive one-half of his/her salary for the full year. Association members on sabbatical leave for the purpose of travel for one-half year will receive one-third of the year's starting salary. Association members on sabbatical leave for college or university purpose for one-half year will receive one-half of the year's current Association member salary.

5. No more than one (1) Association member (K-12) shall be granted a sabbatical leave in any given year.
6. Insurance coverage will continue during a sabbatical period on a 50/50 basis.
7. Seniority accrues during sabbatical period.
8. An Association member on sabbatical leave will notify the District of his/her intention to work at least sixty (60) days prior to the end of the sabbatical leave. Failure to file the proper notice with the District within the time frame described will constitute abandonment of employment and a replacement will be recruited.
9. It is understood that economic factors could prevent the granting of sabbatical leave.

ARTICLE 6.0

Section 6.01 – Grievance

6.01.1 Definitions

- A. A “grievance” is a claim based upon an event(s) or condition(s) which affects the welfare and/or terms and conditions of employment of an Association member or group of Association members and/or interpretation, meaning, or application of any of the provisions of this Agreement or any subsequent Agreement entered into pursuant to this Agreement.
- B. An “aggrieved person” is the person or persons making the claim.
- C. A “party of interest” is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

6.01.2 Purpose

- A. The purpose of this procedure is to secure equitable solutions to the problems which might arise between Association members, Association, and/or Administration and Board.
- B. Nothing herein contained will be construed as limiting the right of any Association member(s) and/or the Association having a grievance to discuss the matter informally with any appropriate member of the Administration. No settlement of an informal nature shall be made with an individual Association member which shall be inconsistent with the provisions of this Agreement.

6.01.3 Procedure

Since it is important that a grievance be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every reasonable effort shall be made to expedite the process.

- A. **Level One** (informal stage). The aggrieved person shall present his/her grievance in writing within fifteen (15) working days after the grievant knew or should have known of the events giving rise to the grievance to the designated certified administrator, who shall orally and informally discuss the grievance with the aggrieved person.

The designated certified administrator shall render his/her determination to the aggrieved person within ten (10) working days after the grievance has been presented to him/her. If such grievance is not satisfactorily resolved at this level or stage, the aggrieved person may proceed to Level Two.

- B. **Level Two.** If the aggrieved person disagrees with the disposition of his/her grievance at Level One, he/she will, within ten (10) working days, present the grievance in writing to the District's Superintendent, specifying the Contract section (if any) which is the subject of the grievance. The Superintendent shall arrange a meeting with the aggrieved person and his/her designee within ten (10) working days. The Superintendent shall make a disposition of grievance to the parties of interest in writing within ten (10) working days of such a meeting.

- C. **Level Three.** If the aggrieved person is not satisfied with the decision made at Level Two, he/she shall submit within ten (10) working days his/her grievance in writing to the Association Grievance Committee. If the Association Grievance Committee deems the grievance meritorious, it shall within ten (10) working days refer the grievance to the President of the Board of Education. Within twenty (20) working days of the receipt of a grievance by the President of the Board, the Board shall meet with the aggrieved person, or his/her designee, for the purpose of resolving the grievance.

- D. **Level Four.** If the aggrieved person and the Association Grievance Committee are not satisfied with the decision at Level Three, or if no decision has been rendered within ten (10) working days, and the Association Grievance Committee determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the Board within fifteen (15) working days of the decision at Level Three.
1. The Association and the Board may agree upon a mutually acceptable arbitrator. If they do not, the Association may submit the matter to the American Arbitration Association for selection of an arbitrator in accordance with American Arbitration Association rules.
 2. The arbitrator's decision will be in writing and will set forth the issues submitted. The arbitrator will be without power or authority to make any decisions which require the commission of an act prohibited by law or which is violative of the terms of this Agreement. In grievance arising under the Contract, the decisions of the arbitrator shall be binding on both parties. In grievance arising outside the scope of the Contract, the recommendations of the arbitrator shall be advisory.
 3. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses will be the responsibility of the losing party. If there is a dispute whether the Board or the Association is the losing party, the arbitrator will be requested to resolve the question.

6.01.4

Rights of Employees to Representation:

Any party of interest may be represented at any or all stages of grievance procedure by a person(s) of his/her own choosing. When an employee is not represented by the Association, the Association shall have the right to be represented and to state its view at all stages of the grievance procedure.

6.01.5 Miscellaneous:

- A. If, in the judgment of the Association Grievance Committee or its designee, a grievance affects a group or class of employees, the Association Grievance Committee, or its designee, may process such a grievance as though it were an individual grievance. In such a case, the Association may process for all persons concerned, even though an individually aggrieved person may not wish to do so.
- B. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
- C. Forms for filing of grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents will be prepared with the approval of the Association and Board, by joint committee of the Administration and Association.
- D. It is expressly understood that this grievance procedure shall not be used to delay the resolution of conflicts that might arise related to the interpretation of this Agreement.
- E. It is understood that the time limits stated at all levels of the grievance process shall be the maximum amount of time either party has to respond within that step of the procedure. If the District or the Association fails to respond within the time specified at any step, the party not meeting the time allotment will forfeit the grievance.

ARTICLE 7.0

Section 7.01 – Student Discipline and Employee Protection

The following actions and protections shall be provided for the Association member by the Administration and the Board.

- A. Assault, threat of physical harm, or other violence, including property damage, abusive language, or abusive actions: student will be sent out of class to the Administrator for appropriate discipline. Possible disciplinary actions which could be imposed at the discretion of the Administration include, but are not limited to:

1. Suspension (immediate or delayed)
 2. Both parents called in for conference, unless extenuating circumstances prevent both parents being present.
- B. Right to expect and will receive complete cooperation from the Administration.

The following specific protection shall be provided the Administration and the Board:
Right to expect and will receive complete cooperation from the Association member.

ARTICLE 8.0

Section 8.01 – Liaison Committee

A Liaison Committee shall be established consisting of the Superintendent, Pupil Personnel Services Director, building principals, and Association Liaison Committee.

8.01.1 **Purpose:**

To maintain a cooperative and harmonious educational system through discussion of district-wide issues of mutual interest.

8.01.2 **Method:**

This committee shall function through informal discussions whose agenda is arranged in advance by mutual agreement by the Association President and the Superintendent. If mutual agreement about the agenda is not reached, the problem under discussion may be brought to the attention of the Board.

8.01.3 **Approval:**

All agreements between the Association and the Administration must be approved by majority vote of the Teachers' Association. The committee may and should make its recommendations known to the Association before such vote. Any decisions reached requiring Board policy or action shall be submitted to the Board for its consideration at a regularly scheduled Board meeting.

8.01.4 Meetings:

Meetings shall be arranged upon request of both the Association President and the Superintendent. Frequency, length, and ground rules shall be determined by the Association President and the Superintendent. Emergency meetings shall be held at the request of the Association President and/or Superintendent, and no written agenda shall be required for such emergency meetings. The Liaison Committee and Liaison Process are not meant to circumvent building and departmental decision-making process.

ARTICLE 9.0

Section 9.01 – Professional Practices

9.01.1 Teacher Observations:

Probationary and tenured teachers' observations and evaluations are addressed and detailed in the District document, "Annual Professional Performance Review". This document governs the process and contents to be used in determining a teacher's performance. This document is revised to reflect that it governs only Section 9.01.1 of this collective bargaining agreement, and that teacher evaluations will be conducted by the designated certified administrator and/or other certified administrators.

9.01.2 Mentoring Policy

1. The Board of Education has established a Teacher Mentor-Intern Program in accordance with Commissioner's Regulation 100.2.
2. The annual stipend for mentors will be \$1,500.

9.01.3 Fair Dismissal

The Board gives assurance that all probationary employees will be reviewed by the Administration and Board yearly. The Board will act on reasonable grounds only. The Board will notify the probationary employee in writing of its decision no later than May 1 of his/her final year of probation.

9.01.4 Conferences

Conferences are placed in two categories: “One Day” and “Extended”. “One Day” conferences and workshops are at the discretion of the designated certified administrator, while “Extended” (those involving overnight accommodation, etc.) are approved at the discretion of the designated certified administrator.

Number of conferences (extended):

Generally, one per department per year with participation rotating among members or previously designated alternates. Generally, one coach per sports season (Fall, Winter, Spring) may attend a conference at any time during the calendar year, with selection being made on a rotating basis insofar as possible. Payment for lodging, meals, registration, and mileage is made upon presentation of approved bill.

Reporting:

Conference participants must give an oral or written report to his/her department, grade level, building principal, and/or Board as the situation warrants.

9.01.5 Visitation Day

The Board, recognizing the value of professional improvement through selected visitations to other schools and programs, will allow time for this purpose. This visiting or professional time will be at the discretion of the Administration and must be implemented by proper prior arrangements with both local and outside school administration. A report of a visit and its significant points or possible benefits shall be furnished to the department chairperson and administration subsequent to the visit. The form and scope of the report are to be determined by the person to whom the report is made.

9.01.6 Staff Development

The York Central School District will participate in Superintendent’s Conference Days as allotted by the State Education Department and approved by the Board of Education. All Association members of the staff shall attend and participate in the scheduled Superintendent’s Conference Days that are planned jointly by the Administration and faculty representatives. Personal Day requests on these staff development days will be granted by the Superintendent only for emergency reasons.

9.01.7 Personal Days

Three personal days per year are granted for Association member use. These days do not require any justification but require prior notification to the Superintendent. Personal day notice seven (7) working days in advance is recommended so substitute arrangements can be made. A minimum of two (2) working days' notice is required except in case of emergency.

Three Association members per building will be allowed to use a personal day before or after a vacation. The following guidelines will need to be followed in order to obtain the Superintendent's approval for the use of a personal day before or after a vacation:

1. Written requests shall be submitted at least thirty (30) days prior to the desired personal day.
2. Requests are to be submitted during the school calendar year of the desired personal day.
3. If an Association member submits a request for a particular day after three other Association members' requests were previously approved, that Association member will have priority for the same day the following year.
4. Only one request per Association member will be approved for the school year.

In the case of an emergency, the Superintendent may grant a personal day before or after a vacation without meeting the above criteria.

Personal days may accumulate to five (5). If an Association member has personal days which, when accumulated, would exceed five (5) permitted herein above, such excess over five (5) shall be considered as sick days pursuant to Section 9.01.8 herein and allowed to accumulate as such to the allowable maximum as provided in that Section; namely, 300 days. Upon an Association member's retirement, all unused personal days will be paid at the same rate as sick days.

9.01.8 A. Sick Days

Ten (10) sick days annually are to be granted by the Board. This leave may be used for personal illness or illness or death in the immediate family. In case of illness, immediate family shall include parents, spouse, brother, sister, children or dependents who reside with the immediate family. In case of death, the immediate family shall include those relationships already listed plus grandparents, aunt or uncle, and corresponding in-laws.

An Association member who has been absent from work due to illness for five (5) or more consecutive working days must submit a note from a licensed health care professional prior to his/her return to work. Any sick days not used in any year may be accumulated to a maximum of 300 days.

Sick days earned in excess of the maximum 300 days will be paid to the Association member at a daily rate of \$50.00. Payment will be included in the last check of the school year in which the days exceed 300.

9.01.8 B. Sick Bank

1. The purpose and philosophy of a sick bank is to provide security to Association members when they suffer a prolonged illness or injury that causes the Association member to exhaust all of his/her accumulated sick leave.
2. All Association members are eligible to join. The open enrollment period will be September of each year. Once enrolled, the sick bank member must stay in the bank until the following September. Upon enrolling, each new member will contribute two (2) sick leave days to the bank. All contributions to the sick bank are non-returnable.
3. A member may leave the sick bank only by notifying the Business Office during the open enrollment.
4. A member who leaves the sick bank and then wishes to return must contribute another two (2) sick days to the bank.
5. The bank will have a maximum number of 250 days. The maximum cap may be exceeded only when new members, by joining, cause the sick leave bank to exceed 250 days.
6. If the sick bank falls below 50 days, each member of the bank will be assessed an additional day of his/her personal accumulated sick leave. If a member is out of sick days, he/she will be assessed a sick day from his/her next school year's allocation.
7. Only members of the sick leave bank are eligible to withdraw days.
8. A committee shall be established to consider requests for the use of sick leave bank days. The committee shall be composed of five (5) representatives: three (3) Association members and two (2) administrators. One of the Association members shall be named the chairperson of the committee.

The Association will hold the District harmless for all decisions made by the committee. Decisions of the committee will not be subject to the grievance procedure of this Agreement.

9. Application to the sick leave bank must be in writing and shall be accompanied by a doctor's statement indicating that the applicant cannot resume normal work duties. The application will include an estimate of the days needed.
10. Sick bank days will be given in full-day increments only and will commence on the 21st consecutive working day of absence or when all sick time is exhausted, whichever is later. This twenty (20) day "waiting period" is renewable annually.
11. An applicant may request up to twenty (20) days at one time. The applicant may apply for additional days but must complete the process described above with an updated doctor's statement and date of return. The maximum number of days a member may receive is ninety (90) days per school year.
12. Sick bank days given to a member but not used will revert back to the sick bank immediately upon the member returning to work.
13. Each application for days will be held in strict confidence and judged on its own merit. Past practice or precedence will not be a determining factor.

9.01.9 A. Association Member Work Day:

1. All professional Association members, excluding nurses and teaching assistants, shall be on duty for seven (7) hours and twenty-five (25) minutes each working day. In cases of emergency, Association members including nurses shall provide additional coverage until the pupils are safely aboard buses. Association member work day shall be as follows:
Grades K-5: 8:00 a.m.–3:25 p.m.
Grades 6-12: 7:40 am–3:05 p.m.
School Nurses: 7 hours and 45 minutes between 7:30 a.m. and 4:00 p.m. as assigned by administrator
School Social Worker will be on duty a minimum of thirty-seven (37) hours, five (5) minutes per week, with daily hours determined in consultation with and approval by the Pupil Personnel Services Director
Teaching Assistants: Eight (8) hours, including lunch, to be determined by building principal on an individual basis
2. Elementary teachers will be given two (2) daily planning periods as duty-free as possible. Prior to adding any additional student contact time, a mutual agreement will be reached via Article 8.0 of the current Contract.
3. Two (2) days will be set aside annually for parent/teacher conferences. A minimum of one evening must be scheduled to accommodate working parents. Teachers are expected to work the standard number of work hours, as noted in this section, during the two-day period; therefore, they must plan their work hours in a flexible manner, and with their administrator's approval, to meet the needs of their students' parents.
4. A Middle/High School Parent Night and Open House will not be held.

9.01.10 Any negative material placed in an Association member's personnel file shall be made available to that Association member prior to placement. That Association member reserves the right to file a written response to said material, such response to be filed within ten (10) school days. To review contents of the file, the Association member must make the request to an Administrator. Such review must take place in the presence of an Administrator. Association members may not remove items from their files. Confidential personal reference type materials will not be available for Association member inspection.

- 9.01.11 Childcare Leave: Association members may have up to one year of unpaid leave of absence for the purpose of caring for a child. Members will notify the Board at least three months before taking leave.
- 9.01.12 Professional Attire: The Association supports wearing professional attire during the school day.
- 9.01.13 Association Business: Upon Superintendent approval, the Association may use working days to conduct Association business, which may include one-day and overnight business trips. The Association will pay all expenses, including substitute teacher costs at the substitute teacher pay rate.

ARTICLE 10.0

Section 10.01 – Miscellaneous Provisions

10.01.1 Agreement Changes:

This Agreement shall constitute the commitments between both parties and may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this Agreement. If the Board adopts a change in policy which affects existing wages, hours, or any other conditions of employment which is not covered by the terms of this Agreement and which has not been proposed by the Association, the Board will notify the president of the Association in writing that it is considering such a change. The Association will have the right to negotiate such items with the Board, provided that it files such a request with the Board within five (5) school days after receipt of said notice. (Portions of Board minutes which pertain to Association members shall be made available to the Association.) Liaison Committee and grievance procedure will be used before applying the term of this paragraph whenever possible.

10.01.2 Individual Agreement:

Any individual arrangement, agreement, or contract between the Board and an individual Association member, hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement and any individual arrangement, agreement, or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent agreements to be executed by the parties excepting that it is expressly agreed that the Board may at any time appoint an Association member at a salary above the current salary schedule if in its best judgment the Board deems that conditions warrant such action. The Administration and Board will make efforts to notify the Association when such off-step appointments are being considered due to unique situations or requirements of the District. Interested individuals may apply for such appointments and be appointed subject to the recommendation of the administrative staff and approval by the Board. No individual arrangement, agreement or contract shall contain any language or terms inconsistent with this Agreement during its duration.

10.01.3 Agreement Copies:

One copy per employee; additional copies as requested by the Administration.

10.01.4 Savings Clause:

If any provision of this Agreement, or any application of this Agreement to any Association member or group of Association members, shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

10.01.5 Clean Air Environment

The Board and Association agree that there is a need to provide a smoke-free environment at York Central School. In accordance with Chapter 565 of the Law of 1994 amending the Education Law and the Public Health Law, which became effective August 25, 1994, York Central School buildings and grounds are smoke-free.

10.01.6 Long-Term Substitute Teachers

A long-term substitute teacher is defined as a teacher appointed by the Board of Education to fill a temporary teaching vacancy in a classroom for a period of ninety (90) consecutive days or longer. Long-term substitute teachers are entitled to all the rights and privileges accorded a first year teacher, prorated for the period of appointment.

ARTICLE 11.0

Section 11.01 – Duration of Agreement

Contract shall be effective *July 1, 2009* and shall continue in effect through *June 30, 2012*.

Association:

Kathleen Valentine, Spokesperson
York Teachers' Association

and Negotiators for York Teachers'
Association:

Heather Carrick

Gretchen Crane

Georgette Fagan

Amy Ivers

Lisa Lippold

Elizabeth Rhodes

Peter Robinson

Karen VanArsdale

Kathleen Welch

Wendy Wondra

Board:

Joseph Graves, Spokesperson
York Central Board of Education
and
Negotiators for York Central
Board of Education:

Thomas Gates

David Sperino

Daniel P. Murray

Howard A. Forsythe